

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, December 16, 2014, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:05 Recognition of Kris Kaufman for Service on the Planning Commission

7:10 Review and Acceptance of Audit Report

7:20 Presentation of "Award of Financial Reporting Achievement" to Keith Johnson

PUBLIC HEARINGS:

7:25 Text Amendment of Chapter 15 of the Zoning Ordinance

PRESENTATION OF PETITIONS AND REQUESTS:

7:35 Cabelas Development Agreement

SUMMARY ACTION:

7:50 Minute Motion Approving Summary Action List

1. Ordinance Establishing Dates, Time and Place for Holding City Council Meetings
2. Kestrel Bay Estates Subdivision Improvements Agreement
3. Ratification of Approval of Storm Water Bond Log
4. Amendment to Condition 2 of the Stevens' Subdivision Approval
5. Approval of the Minutes from December 2, 2014

7:55 City Manager Report

1. Building Activity Report for November
2. Monthly Activity Reports for Police and Fire

8:00 Mayor Talbot & City Council Reports

1. Appointment of Planning Commission Members

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for potential property acquisition.

DATED this 11th day of December, 2014.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 16, 2014

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that City Manager Dave Millheim give the invocation/opening comments to the meeting and it is requested that Council Member Cory Ritz lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 16, 2014

S U B J E C T: Recognition of Kris Kaufman for Service on the Planning Commission

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Mayor Jim Talbot will be making this presentation.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 16, 2014

S U B J E C T: Review and Acceptance of Audit Report

ACTION TO BE CONSIDERED:

Hear the auditors' presentation of the audit and approve the audit report for FY2014.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: December 10, 2014

Subject: **AUDIT REPORT.**

RECOMMENDATIONS

Hear the auditors presentation of the audit and approve the audit report for FY 2014.

BACKGROUND

Enclosed is the CAFR (comprehensive annual financial report) for FY 2014. The auditors have completed the audit of the City finances and will present their report to you in the work session and for your approval in the City Council meeting.

The audit report shows that the General Fund for the City ended with a fund balance of \$1,591,908 (pg 32), with the unassigned balance of \$1,469,355 and the rest either restricted or assigned. This is an increase to the fund balance of around \$32,000, which the original budget showed the fund balance decreasing by \$568,637. Revenues came in higher than budgeted by over \$1,100,000 and expenditures were over \$200,000 less than the original budget. Transfers were over \$700,000 more than originally budgeted. This is good to have the increase in the fund balance happen instead of using some of the fund balance. The fund balance is under the 25% limit required by the State. The biggest change in revenue was sales taxes increased by over \$500,000 from the previous fiscal year and revenues increased overall by over \$250,000 or over a 3% increase.

All other funds look good even though the water and storm drain funds did not cover operating expenses with operating revenues (pg 40 middle of page). This was because the City did some major line replacements and other operating capital projects in these funds. It is necessary to stay up on these improvements to keep these systems at a good operating level. The recreation never covers expenses as the General Fund always transfers monies in for the overhead and personnel costs for the recreation programs.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

Ulrich & Associates, PC

Certified Public Accountants

November 21, 2014

Dave Millheim, City Manager
Farmington City Corporation
Farmington, Utah

We appreciate the opportunity of serving as the independent auditors for Farmington City Corporation. We commend your staff for their cooperation and assistance during the audit. The matters noted below are not considered to be significant and are therefore communicated in this management letter for purposes of internal use only.

Generally, we continue to find that policies and procedures were followed and effective. Employees are conscientious of their responsibility to follow internal control procedures and apply them consistently. Below are a few areas to be mindful of in keeping the City in compliance with laws and regulations.

Compliance with State Laws

During the audit we are required to test compliance with state laws. Our tests showed that the City is in compliance with most of the laws we tested. There was an instance where the City was not in compliance. The following was noted: 1) expenditures in excess of budget in the park improvement capital project fund. Further information on these areas is available in the financial report page 122.

Suggestion

We encourage management to continue emphasizing the importance of following policies and procedures of the City. Following policies and procedures protects both the City and the staff from any accusations or problems regarding the financial resources of the City.

As part of our responsibility to investigate the risk of fraud, we are required to conduct interviews of selected employees. During these interviews, nothing was brought to our attention that required us to change our audit plan. The employees continue to enjoy working for Farmington City. We commend management and staff for creating a positive work environment that protects both the City and its employees.

Sincerely,



Michael E. Ulrich, CPA
Ulrich & Associates, PC

Farmington City Corporation

Comprehensive Annual Financial Statement

Executive Summary - Audit report

For the fiscal year ending June 30, 2014

We are again providing the audit report highlights along with the full audit report for the council packet. Our goal with this is to give the council the highlights of our report without overwhelming you with 122 pages of the report. We have referenced selected pages from the report. We have bolded two areas that we felt needed an extra highlight for the city council.

Independent Auditors' Report (p.15): "Unqualified Opinion" or clean opinion. We feel the financial statement fairly represent the financial condition of the City as of June 30 , 2014

Reference opinion section page 16

Management's Discussion & Analysis (p.18-28): A narrative overview of the financial activities of the City. Written by Keith Johnson.

Highlights from the financial statements and page reference in the report.

- 1 Page 32. (First column) The assigned & unassigned fund balance of the general fund of \$1,574,758 (1,469,355 + 100, + 5,403) represents 18.7% of budgeted revenues. State law allows a maximum of 25% which would be \$2,098,600, thus the general fund is in compliance with state law. Other funds do not have limitations, and are in compliance with state law.
- 2 Page 34. Third line from bottom. This shows the increase or (decrease) to fund balances for the year. The US 89 RDA and the Park Improvement capital project fund decreases were budgeted reductions of the fund balance and are in line with the budget. The Building GO Bond fund was not a budgeted decrease revenues were not as much as budgeted.
- 3 **Page 36. Analysis of General fund budget and actual amounts. (Third line from bottom) Actual results shows a increase to the fund balance of \$32,376; this increase was more than the final budgeted amount by \$423,489. Revenues were higher than the original budget by \$1,106,614; property taxes and sales taxes making up the majority of the increase. All departments kept their expenditures within budgeted amounts.**
- 4 Page 39. Summary of the assets and liabilities and net assets of the proprietary funds. Second line from bottom (unrestricted) represents the amounts available for future periods.
- 5 **Page 40. middle of page - Operating Income - all funds provided an operating profit except for the Water, Storm Water and Recreation funds. The Recreation fund is shown to highlight how much the City helps with the recreation programs, mainly subsidizing the salary and overhead expenditures of the fund. The other funds are meeting their operating expenses with charges for services. The Water and Storm Water funds still were able to show a profit when taking into consideration impact & development fees.**

- 6 Page 41. two thirds of way down - Shows the amount cash increased (decreased) in the funds for the year. The funds showing a decrease were mainly caused by capital purchases or construction.
- 7 Page 72-73. Schedule of debt service funds, capital projects funds, and cemetery perpetual care funds. See second to bottom line - fund balances. All are in a positive position.
- 8 Pages 74-75. Third line from bottom - shows the increase or decrease in fund balance during the year. Two of the funds had decreases in fund balances, but the decreases were in line with the budgeted decreases for the year.
- 9 Pages 93-113 Various schedules showing comparison with prior years. Interesting information in regards to historical perspectives and trends over the last ten years.

We have also provided a debt schedule, attached to this summary, which summarizes the long term debt obligations of the city.

In conclusion, the overall health of the City appears good. The City is benefiting from the Station Park development and the tax revenues that are being generated. We are pleased to note that our testing and interviews did not find any significant errors or problems.

Ulrich & Associates, PC

Farmington City Corporation
Long-Term Debt - supplemental schedule
June 30, 2014

	<u>General Obligation Bonds</u>	<u>Revenue Bonds</u>	<u>Special Assessment Bonds</u>	<u>Capital Lease Obligations</u>	<u>Accrued Vacation Pay</u>	<u>Totals</u>
<u>Government Funds</u>						
Long-term debt payable at June 30, 2013	\$ 3,562,000	\$ 1,686,305	\$ 108,000	\$ 607,460	\$ 163,201	6,126,966
Additions	-	-	-	1,764,838	20,960	1,785,798
Retirements	(508,000)	(350,555)	(35,000)	(589,622)	-	(1,483,177)
Long-term debt payable at June 30, 2014	<u>\$ 3,054,000</u>	<u>\$ 1,335,750</u>	<u>\$ 73,000</u>	<u>\$ 1,782,676</u>	<u>\$ 184,161</u>	<u>\$ 6,429,587</u>
	<u>General Obligation Bonds</u>	<u>Revenue Bonds</u>	<u>Special Assessment Bonds</u>	<u>Capital Lease Obligations</u>	<u>Accrued Vacation Pay</u>	<u>Totals</u>
<u>Enterprise Funds</u>						
Long-term debt payable at June 30, 2013	-	\$ 53,695	-	\$ 56,252	-	109,947
Additions	-	-	-	-	-	-
Retirements	-	(24,445)	-	(38,546)	-	(62,991)
Long-term debt payable at June 30, 2014	<u>-</u>	<u>\$ 29,250</u>	<u>-</u>	<u>\$ 17,706</u>	<u>-</u>	<u>\$ 46,956</u>

Long-term debt at June 30, 2014 is as follows:

Governmental Funds:

\$1,036,000 - Tax Increment Revenue Bonds, (US 89 RDA) series 2012; due in annual installments beginning April 1, 2013, of \$193,000 to \$219,000, through April 1, 2017; callable at any time at par, plus accrued interest to date; interest at 2.45% payable semi-annually through April 1, 2017.	\$ 640,000
\$821,000 - Sales Tax Revenue Bonds, series 2009; due in annual installments beginning June 1, 2010, of \$43,000 to \$71,000, through June 1, 2024; callable at any time at par plus accrued interest; interest at 2.26% to 5.22% payable semi-annually through June 1, 2024.	595,000
\$1,193,000 - General Obligation Refunding Bonds, series 2012; due in annual installments beginning April 1, 2013, of \$125,000 to \$167,000, through April 1, 2020; callable at any time at par plus accrued interest; interest at 1.25% to 2.75% payable semi-annually through April 1, 2021.	938,000
\$2,500,000 - General Obligation Municipal Purpose. Serial bonds, series 2007, due April 1, 2022; due in annual installments, beginning April 1, 2008, of \$86,000 to \$245,000; interest at 4.04% payable semi-annually.	1,711,000
\$1,900,000 - General Obligation Municipal Purpose, serial bonds, series 2003, due January 1, 2016; due in annual installments, beginning January 1, 2004, of \$85,000 to \$215,000; interest at 2.0% to 4.0% payable semi-annually. Callable at the option of the City on or after January 2014 at the principal amount plus accrued interest.	405,000
\$312,476 - Special Assessment Bonds, series 2005 due in annual annual installments ranging from \$24,476 to \$37,000 through October 1, 2015; interest at 4.15% due annually, callable at the option of the City on or after October 1, 2006 at 102% of principal amount plus accrued interest.	73,000

\$1,217,000 - Real Property Lease Purchase; semi-annual payments on January 15 and July 15, of \$94,607, with the first payment due July 15, 2014, and the final payment on January 15, 2021, interest imputed at 2.21%.

1,217,000

\$547,588 Capital Lease Obligation (Street lights), quarterly payments on February 20, May 20, August 20, and November 20, ranging from \$13,177 to \$17,186, first payment due February 20, 2014 and final payment due August 20, 2024; interest imputed at 2.985%

531,877

\$100,000 Capital Lease Obligation (Fire Truck), semiannual payments on June 1 and December 1, of \$17,134, first payment due December 1, 2012 and final payment due June 1, 2015; interest imputed at 1.85%

33,799

Accrued vacation pay

184,161

\$ 6,328,837

Governmental/Water Enterprise Fund:

\$1,093,000 - Sales Tax Revenue Bonds, series 2005B, due in annual installments of \$93,000 to \$130,000 through June 1, 2015; interest at 4.15% payable semi-annually beginning December 1, 2005; callable on or after June 1, 2006 at 102% of principal amount plus accrued interest.

\$ 130,000

Governmental \$ 100,750

Water \$ 29,250

Garbage Enterprise Fund:

\$163,500 - Equipment Lease Purchase, requiring semi-annual payment on April 15 & October 15, of \$18,032, with the first payment on April 15, 2010, and the final payment on October 15, 2014, interest imputed at 3.69%.

\$ 17,706

The annual requirements to amortize all long-term debts outstanding as of June 30, 2014, including interest payments of \$809,236 are as follows:

Year Ending June 30,	General Obligation Bonds	Revenue Bonds	Special Assessment Bonds	Capital Lease Obligation	Accrued Vacation Pay	Total
2015	644,692	433,372	39,030	294,414	184,161	1,595,669
2016	620,324	297,852	38,535	243,187	-	1,199,898
2017	427,229	298,395	-	245,442	-	971,066
2018	427,967	73,565	-	247,204	-	748,736
2019	426,982	73,859	-	249,026	-	749,867
2020 thru 2024	935,403	368,468	-	703,328	-	2,007,199
2025	-	-	-	13,344	-	13,344
	<u>3,482,597</u>	<u>1,545,511</u>	<u>77,565</u>	<u>1,995,945</u>	<u>184,161</u>	<u>7,285,779</u>
Amounts Representing Interest	<u>428,597</u>	<u>180,511</u>	<u>4,565</u>	<u>195,563</u>	<u>-</u>	<u>809,236</u>
	<u>\$ 3,054,000</u>	<u>\$ 1,365,000</u>	<u>\$ 73,000</u>	<u>\$ 1,800,382</u>	<u>\$ 184,161</u>	<u>\$ 6,476,543</u>

CITY COUNCIL AGENDA

For Council Meeting:
December 16, 2014

S U B J E C T: Presentation of “Award of Financial Reporting Achievement”
to Keith Johnson

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

The Utah GFOA organization will be making this presentation.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 16, 2014

PUBLIC HEARING: Text Amendment of Chapter 15 of the Zoning Ordinance

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Move that the City Council approve the proposed text amendment to Sections 11-15-010, 11-15-020 and 11-15-030 of the zoning ordinance.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: December 5, 2014

SUBJECT: **REQUEST FOR TEXT AMENDMENT OF CHAPTER 15 OF THE ZONING ORDINANCE**

RECOMMENDATION

- 1) Hold a Public Hearing;
- 2) Move that the City Council approve the proposed text amendment to Sections 11-15-010, 11-15-020, and 11-15-030 of the zoning ordinance.

Findings for Approval:

1. The proposed zone text amendment is consistent with the General Plan;
2. The proposed zone text amendment will limit the number of unwanted permitted and conditional uses in the BR Zone, but will also enable greater oversight and flexibility for those desired uses in the zone;
3. The rewording of the "Purpose" section of Chapter 15 properly places the BR zone in an appropriate historic context.

BACKGROUND

Recognizing that this zone is at once an historic area and a good place to foster economic growth, both the Planning Commission and City Council have considered several applications individually in the BR zone for a variety of businesses. Desiring to have more flexibility and more discretion on the allowed uses in the BR zone, staff was directed to clean up the use table for Chapter 15. Staff has done as directed, and has removed all uses from the permitted use table (11-15-020) with the exception of single and two-family dwellings, and either struck them where appropriate, moved them to conditional uses, or reworded them in a more appropriate way. On the conditional uses (11-15-030), staff has done the same. The proposed zone text change has been vetted by the Planning Commission through a series of separate meetings, and the commission went through item by item to come up with the zone text amendment that is before you.

Specifically 11-15-030(13) is of note, because it gives the City flexibility in allowing a variety of uses that it determines to be “neighborhood establishments.” By placing the majority of uses as conditional, the zone text amendment allows the Planning Commission to review applications and place reasonable conditions for that use, conditions that may protect the character of the neighborhood, ensure public safety and wellness for the community, and promote economic development.

SUPPLEMENTAL INFORMATION

Enabling Legislation which includes Amended Sections 11-15-010, 11-15-020, and 11-15-030 of the Zoning Ordinance as Exhibit “A”

Respectfully Submitted

A handwritten signature in blue ink, appearing to be "Eric Anderson", with a stylized flourish at the end.

Eric Anderson
Associate City Planner

Concur

A handwritten signature in blue ink, appearing to be "Dave Millheim", with a stylized flourish at the end.

Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2014 -

**AN ORDINANCE AMENDING THE TEXT OF SECTIONS
11-15-010, 11-15-020, AND 11-15-030 OF CHAPTER 15 OF
THE ZONING ORDINANCE REGARDING PERMITTED
AND CONDITIONAL USES IN THE BR ZONE.**

WHEREAS, the Planning Commission has held a public hearing regarding the text amendment of the Business/Residential Zone (Chapter 15) of the Zoning Ordinance related to conditional and permitted uses, and recommended that this ordinance be approved by the City Council; and

WHEREAS, the Farmington City Council has held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH:**

Section 1. Amendment. Sections 11-15-010, 11-15-020, & 11-15-030 of Chapter 15 of the Farmington City Zoning Ordinance is hereby amended to read in its entirety as set forth in Exhibit "A" attached hereto and by this reference made part hereof

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 16th day of December, 2014.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd
City Recorder

EXHIBIT "A"

CHAPTER 15

BUSINESS/RESIDENTIAL ZONE (BR)

- 11-15-010 Purpose.
- 11-15-020 Permitted Uses.
- 11-15-030 Conditional Uses.
- 11-15-040 Lot Standards for Residential Uses.
- 11-15-050 Lot Standards for Office/Commercial Uses.
- 11-15-060 Height Standards.
- 11-15-070 Design Standards.

11-15-010 Purpose.

The intent of this zone is to provide an area in the City for a mix of professional and government offices, limited commercial uses, and residential land uses. **The BR Zone is an historic district and it is integral to the cultural heritage of Farmington City that the historic resources of the zone be preserved, rehabilitated, or restored where appropriate.** The standards and guidelines contained herein are further intended to encourage compatibility between new and existing development, to enhance the physical appearance of the district, and, where applicable, to reinforce the historic character and development pattern of the district. **It is the City's intention to foster economic growth and development within the BR zone, but given the historic nature of the district, most uses have been listed as conditional to give the City greater flexibility in administering and determining that new businesses reflect the cultural heritage within the zone.**

11-15-020 Permitted Uses.

The following are permitted uses in the BR Zone subject to site development review. No other permitted uses are allowed, except as provided by Section 11-4-105(6):

- ~~(1) Agriculture;~~
- ~~(2) Business and professional offices;~~
- ~~(3) Class "A" beer outlet;~~
- ~~(4) Commercial testing laboratories;~~
- ~~(5) Data processing services;~~
- ~~(6) Day care, pre-school;~~
- ~~(7) Financial institutions;~~
- ~~(8) Funeral home;~~
- ~~(9) Neighborhood service establishments (low impact retail and service uses such as bakery, bookstore, dry cleaning, hair styling, coin laundry, pharmacy, art supply/gallery, craft store, photo-copy center, etc.);~~
- ~~(10) Printing, publishing;~~
- ~~(11) Public park;~~
- ~~(12) Public utility lines and rights of way;~~
- ~~(13) Reception center;~~
- ~~(14) Research services;~~
- ~~(15) Residential facility for the elderly;~~
- ~~(16) Residential facility for the handicapped;~~
- ~~(17) Seasonal fruit/produce vendor stands;~~
- ~~(18) Signs complying with provisions of the Sign Ordinance;~~
- (1) Single-family dwelling;**

- (2) Two-family dwelling;
- ~~(21) Uses customarily accessory to a listed permitted use.~~
- ~~(22) Home occupations complying with the Home Occupation Chapter of this Title, except as specified in Section 11-15-030 below.~~

11-15-030 Conditional Uses

The following are conditional uses in the BR Zone. No other conditional uses are allowed, except as provided by Section 11-4-105(6):

- ~~(1) Apartment dwelling group;~~
- (1) Athletic/fitness center or tennis club;
- (2) Car wash Business and professional offices;
- (3) Commercial indoor recreation (movie theater, video arcade, bowling alley, etc.)
Class "A" beer outlet;
- ~~(5) Commercial outdoor recreation, minor (family reunion center, outdoor reception facilities, picnic grounds, tennis courts, etc.);~~
- (4) Convenience store (sale of grocery items, non-prescription drugs, and/or gasoline from building with less than five thousand (5,000) square feet gross floor area);
- (5) Day care, pre-school, that are not home occupations;
- (6) Fast food establishments, attached (walk-in service only, no exterior walk-up or vehicle drive-thru service);
- (7) ~~Fuel sales and/or storage~~ Financial institutions, excluding non-chartered financial institutions, as defined in Section 11-2-020 of this Title;
- (8) Funeral Home;
- (9) Greenhouse/garden center (retail or wholesale);
- (10) ~~Multiple family buildings with three or more units;~~ Hotels, motels, and bed & breakfasts, all not to exceed 5,000 square feet in size;
- (11) Museums;
- (12) ~~Nursing home, convalescent center;~~ Neighborhood grocery (grocery store not exceeding fifteen thousand (15,000) square feet in gross floor area);
- (13) Neighborhood service establishments (low impact retail and service uses such as bakery, bookstore, dry-cleaning, hair-styling, pharmacy, art supply/gallery, craft store, photo-copy center, etc.);
- (14) ~~Planned unit development or condominium, commercial;~~ Pet store or pet grooming establishment;
- (15) ~~Planned unit development or condominium, residential;~~ Public and quasi-public uses except the following prohibited uses: correctional/detention facilities, half-way houses, drug or alcohol rehabilitation facilities, facilities for the treatment or confinement of the mentally ill, homeless shelters, domestic violence shelters, and other similar facilities including those which may allow or require that clients stay overnight or longer;
- (16) ~~Public and quasi-public uses except the following prohibited uses: correctional/detention facilities, half-way houses, drug or alcohol rehabilitation facilities, facilities for the treatment or confinement of the mentally ill, homeless shelters, domestic violence shelters, and other similar facilities including those which may allow or require that clients stay overnight or longer;~~ Reception center;
- (17) Public or quasi-public uses, material additions or modifications on a developed site; Residential facility for the elderly;

- ~~(18) Public utility substations, wireless transmission towers except as specified in Section 11-28-190, generating plants, pumping stations, and buildings; Residential facility for the disabled;~~
- ~~(19) Reduction of minimum setbacks for office/commercial buildings located next to residential uses within the BR zone (see Section 11-15-105(e); Restaurant (traditional sit-down);~~
- ~~(20) Restaurant (traditional sit-down); Small auto dealership;~~
- ~~(21) shopping center (commercial complex); Mixed Use Development as defined in Section 11-18-102 of this title.~~
- ~~(23) Small Auto Dealership;~~
- ~~(24) Temporary uses;~~
- ~~(25) Uses customarily accessory to a listed conditional use.~~
- ~~(26) Home occupations as identified in Section 11-35-104 of this Title.~~

11-15-040 Lot Standards for Residential Uses.

(1) The minimum lot size for single-family residential uses in the BR zone shall be eight thousand (8,000) square feet. Dimensions, setbacks, maximum height of buildings, and related provisions for single-family residential uses in the BR zone shall comply with standards for the R zone as specified in Chapter 11 of this Title.

(2) Lot size, dimensions, setbacks, maximum height of buildings, and related provisions for multiple-family residential uses in the BR zone shall comply with standards specified in Chapter 13 of this Title.

(3) Development of apartment dwelling groups shall comply with provisions of Section 11-13-080 of this Title.

11-15-050 Lot Standards for Office/Commercial Uses.

(1) Building setbacks:

- (a) Front and side yards. No setback is required for office/commercial buildings and structures except as specified in (c) below;
- (b) Where office/commercial development in a BR zone share a common property line with a residential zone, the minimum setback for the yard(s) abutting the residential zone shall be the same as that required for such residential zone.
- (c) Where office/commercial development in a BR zone share a common property line with a residential use within the zone, the minimum front, side, and rear yard setbacks shall be ten (10) feet unless, upon receipt and review of a conditional use application, a lesser, or no, setback is approved by the Planning Commission.
- (d) Parking shall not be permitted within the minimum required setbacks.

(2) Minimum lot size: The minimum lot size for each separate office/commercial use in the BR Zone shall be one half (1/2) acre unless otherwise provided by a conditional use permit. This standard shall not apply to lots legally established prior to the effective date of this Chapter.

CITY COUNCIL AGENDA

For Council Meeting:
December 16, 2014

S U B J E C T: Cabelas Development Agreement

ACTION TO BE CONSIDERED:

By motion, approve the attached economic development incentive agreement between Cabela's Wholesale, Inc. and Farmington City.

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: December 11, 2014

SUBJECT: CABELA'S AGREEMENT

RECOMMENDATION

By motion, approve the attached economic development incentive agreement between Cabela's Wholesale, Inc. and Farmington City.

BACKGROUND

For many months, the City has been working confidentiality with Cabela's and abutting property owners to have them locate a major anchor retail store in the Station Park area. The attached incentive agreement is the result of those negotiations. The major deal points contained within this document are as follows:

The City will waive site plan, development review and entitlement fees totaling approximately \$100,000. No impact fees are being waived. The City will rebate \$1,000,000 in future sales tax revenue generated from the store on a formula basis. This is only on the City's portion of sales taxes collected. Based on the formula within the agreement, the City will be receiving at least 50% of the sales tax dollars no later than the fourth year the store is opened and possibly earlier based on projected store sales. Davis County is assisting with \$300,000 of the \$1,000,000 sales tax rebate incentive and this will be paid directly to Farmington for a future distribution to Cabela's based on certain performance criteria being met. The County is participating with approximately 25% of the total incentive package due to the tourism benefit created by such a store and the future benefit to the nearby County Legacy Center. Cabela's must still go through a public subdivision and site plan review process both before the Planning Commission and City Council. This process is estimated to take about 90 days and may require some special meetings. Cabela's must open the store within 30 months or the agreement lapses.

At this time, we expect a site plan application within the next 30 days. Cabela's hopes to be under construction by late spring of 2015 and are anticipating store opening in spring of 2016.

Cities should approach incentives very carefully and they should be used very sparingly. Utah State Code Section 10-8-2 requires multiple things from the City before public incentives may be appropriated for corporate purposes. One of those requirements is the City must perform a study which is basically a cost/benefit analysis of the incentive in relationship to the public benefit. A public hearing must also be held based on that study. Most of this study is completed. It is significantly far enough that staff believes the benefits far exceed the incentive costs based on the long term projections for the store and the synergistic effects to the economic development of the regional center being created. We will need to finish this study and hold the required public hearing in January and before we appropriate the funds outlined in this agreement. The purpose of approving this agreement at this time is to freeze the deal points and allow the site plan review process to begin in the public arena.

This was a complicated negotiation. I want to personally thank Mayor Talbot for being a great sounding board, giving solid advice and helping me navigate the project to this point. There is still a boatload of work to do to bring this project to completion. It will require the assistance of many.

Respectfully Submitted

A handwritten signature in cursive script, appearing to read "Dave Millheim", with a horizontal line extending from the end of the signature.

Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
December 16, 2014

S U B J E C T: Minute Motion Approving Summary Action List

1. Ordinance Establishing Dates, Time and Place for Holding City Council Meetings
2. Kestrel Bay Estates Subdivision Improvements Agreement
3. Ratification of Approval of Storm Water Bond Log
4. Amendment to Condition 2 of the Stevens' Subdivision Approval
5. Approval of minutes from December 2, 2014

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: December 8, 2014

SUBJECT: **ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR
HOLDING REGULAR CITY COUNCIL MEETINGS**

RECOMMENDATION

Approve the attached Ordinance establishing dates, time and place for 2015 City Council meetings.

BACKGROUND

1. Pursuant to Utah Code Section 52-4-6(1), any public body which holds regular meetings that are scheduled in advance over the course of a year shall give notice at least once each year of its annual meeting schedule and shall specify the date, time, and place of such meetings. Special meetings can be added during the year when necessary. Regular meeting may also be cancelled if workload does not require a meeting.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

ORDINANCE 2014-

AN ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING REGULAR FARMINGTON CITY COUNCIL MEETINGS

BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON, UTAH:

Section 1. Time and Place of Regular Council Meeting.

The Governing Body shall generally conduct two regular meetings per month which shall be held on the first and third Tuesday of each month or as noted otherwise herein.

Meetings shall be held in the **City Council Room of the Farmington City Hall, 160 South Main Street, Farmington, Utah**, unless otherwise noticed. Each meeting shall begin promptly at 7:00 p.m. The schedule of meetings for 2015 shall be as follows:

January	6	&	20	
February	3	&	17	
March	3	&	17	
April	14	&	21	(14 th meeting may be modified)
May	5	&	19	
June	2	&	16	& 30 (30 th meeting may be modified)
July	14			
August	4	&	18	
September	1	&	15	
October	6	&	20	
November	3	&	17	
December	1	&	15	

Section 2. Effective Date. This ordinance shall take effect immediately upon posting after passage.

PASSED AND ORDERED POSTED BY _____ of _____ Council Members present at the regular meeting of the Farmington City Council held on this 16th day of December, 2014. Notice should be given as required by the Utah Open Meetings Act.

FARMINGTON CITY CORPORATION

ATTEST:

By: _____
H. James Talbot
Mayor

Holly Gadd, City Recorder



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: December 16, 2014

**SUBJECT: KESTREL BAY ESTATES SUBDIVISION IMPROVEMENTS
AGREEMENT**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Brighton Development Utah, LLC and Bank of Utah.

BACKGROUND

The bond estimate for the Kestrel Bay Estates subdivision is \$121,636.00 which includes a 10% warranty bond. Brighton Development Utah, LLC has submitted a Escrow Deposit bond Improvements Agreement with Bank of Utah on the City Escrow Deposit Form to administer an escrow account for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, 90% of the bond will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Milllheim
City Manager

**FARMINGTON CITY
IMPROVEMENTS AGREEMENT**

(ESCROW DEPOSIT FORM)

THIS AGREEMENT is made by and between Brighton Development Utah, LLC (hereinafter "Developer"), whose address is 215 N Redwood Road Ste. 8, North Salt Lake, UT 84054, Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main St., P.O. Box 160, Farmington, Utah, 84025-0160, and Bank of Utah a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 2605 Washington Blvd., Ogden, UT 84401, (the "Depository").

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Kestrel Bay Estates, located at approximately 500 S Frontage Road in Farmington City, and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promises to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "A", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within _____ months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Escrow.** The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$ 121,636.00 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement. The Account is identified by the number 21138250. The Developer

and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain funds necessary for such a withdrawal in the Account. Withdrawals from the Account by the City may be effected by one or more sight drafts signed by the Mayor in the form attached as Exhibit "B", or by other instrument appropriate to the purpose. Interest shall accrue to the City and be payable by the Depository at the rate of 20% per annum beginning at the date on which payment of such a sight draft, properly signed, is refused by the Depository. The City shall not be liable for the payment of any fee or service charge incurred in connection with the Account. The Depository acknowledges sufficient consideration for its promises in the form of fees and fund deposits received from Developer.

4. **Progress Payments.** The City agrees to allow payments from the Account as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, and determine if the work completed complies with City construction standards and requirements, and review the bond estimate in Exhibit "A". After receiving and approving the request, the City shall, in writing, authorize disbursement to the Developer from the Account in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information necessary. Except as provided in this Paragraph or in Paragraphs 4 through 6 inclusive, the Depository shall not release or disburse any funds from the Account.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Account to complete construction of Improvements, the City may withdraw all or any part of the Escrow Amount and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the account. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.

6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release all funds in the Account, except 10% of the estimated cost of the Improvements, which shall be retained in the Account until final release pursuant to the next Paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in Paragraph 5 above for any breach of such an obligation. The release provided for in this Paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.

7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 26, the City shall notify the

Depository and the Developer in writing of the final release of the Account. After giving such notice, the City shall relinquish claims and rights in the Account.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Account as herein provided, and any withdrawals from the Account by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to withdraw from the Account shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Account and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Account shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review, and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.

11. **Ownership.** Off-site Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Account until as-built drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably

withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Account do not alter the obligation of the Developer to provide other bonds under applicable ordinances or rules of any governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of other ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Account as provided herein.

24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 21 day of Nov, 2014.

DEVELOPER:

By: _____

Its: _____

DEPOSITORY:

By: _____

Its: _____

CITY:

FARMINGTON CITY CORPORATION

By: _____

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)

: ss.

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me, _____, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC

Residing in _____ County, _____

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)

: ss.

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____ a _____ corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Residing in _____ County, _____.

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)

: ss.

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that he/she/they is/are the _____ of _____, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

NOTARY PUBLIC

Residing in _____ County, _____.

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)

: ss.

COUNTY OF Davis)

On this 21 day of November, 2014, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he or she is the manager of Brighton Homes Utah, LLC, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Kaye H. Cazier

NOTARY PUBLIC

Residing in Davis County, Utah



DEPOSITORY ACKNOWLEDGEMENT

STATE OF UTAH)

: ss.

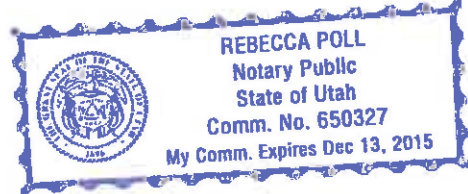
COUNTY OF Weber)

On this 19 day of November, 2014, personally appeared before me
Christina Thumwald, who being duly sworn did say that he/she is the
VP of Bank of Utah a Utah corporation, and that the foregoing
instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she
acknowledged to me that said corporation executed the same.

Rebecca Poll

NOTARY PUBLIC

Residing in Daguer County Weber



CITY ACKNOWLEDGEMENT

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the _____ day of _____, 20____, personally appeared before me
H. James Talbot and Holly Gadd, who being by me duly sworn, did say that they are the Mayor and
City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me
that said corporation executed the foregoing instrument.

NOTARY PUBLIC

Residing in Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

_____, Utah _____

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum of
_____ Dollars (\$ _____) drawn against Account No.
_____.

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

Kestrel Bay Estates
Bond Estimate
Revised 11-4-2014

Storm Drain									
Item	Quantity	Unit	Unit Cost	Bond Amount	Developer	System	Bond Released	Current Draw	
15" RCP Pipe (Includes Bedding and Fill)	480	LF	\$ 44.50				0	0	
24" RCP Pipe (Includes Bedding and Fill)	136	LF	\$ 50.50				0	0	
Standard Inlet Box	5	EA	\$ 1,950.00				0	0	
Curb Inlet on Box Culvert	2	EA	\$ 1,250.00				0	0	
Catch Basin 4' x 4'	1	EA	\$ 1,450.00				0	0	
60" Manhole	6	EA	\$ 2,375.00	\$ 2,100			0	0	
Core Drill Existing Box	1	EA	\$ 600.00				0	0	
Subtotal				\$ 2,100					
System Cost Credit for Line Upsize				\$ -					
Subtotal after System Deductions				\$ 2,100					
10% Warranty Bond Amount				\$ 5,678					
Total				\$ 7,778					

Sanitary Sewer									
Item	Quantity	Unit	Unit Cost	Bond Amount	Developer	System	Bond Released	Current Draw	
8" PVC DR-35	1066	LF	\$ 28.95				0	0	
48" Sewer Manhole	7	EA	\$ 2,450.00	\$ 2,450			0	0	
60" Sewer Manhole	1	EA	\$ 2,975.00	\$ 350			0	0	
Connect to Existing	1	EA	\$ 1,500.00				0	0	
Sewer Lateral	30	EA	\$ 850.00				0	0	
Steel Casing (12" x 30')	1	LS	\$ 6,250.00				0	0	
Subtotal				\$ 2,800					
System Cost Credit for Line Upsize				\$ -					
Subtotal after System Deductions				\$ 2,800					
10% Warranty Bond Amount				\$ 8,424					
Total				\$ 11,224					

Culinary Water									
Item	Quantity	Unit	Unit Cost	Bond Amount	Developer	System	Bond Released	Current Draw	
Connect to Existing	2	EA	\$ 2,750.00				0	0	
Water Lateral	30	EA	\$ 1,250.00				0	0	
8" CS90 PVC	1290	LF	\$ 28.20	\$ 7,276			0	0	
8" Valve	7	EA	\$ 1,720.00	\$ 1,750			0	0	
8" Fitting	9	EA	\$ 1,075.00				0	0	
Blowoff	1	EA	\$ 1,095.00				0	0	
Steel Casing (12" x 30')	1	LS	\$ 6,250.00				0	0	
Fire Hydrant	3	EA	\$ 4,150.00	\$ 750			0	0	
Subtotal				\$ 9,776					
System Cost Credit for Line Upsize				\$ -					
Subtotal after System Deductions				\$ 9,776					
10% Warranty Bond Amount				\$ 12,089					
Total				\$ 21,865					

Road Improvements									
Item	Quantity	Unit	Unit Cost	Bond Amount	Developer	System	Bond Released	Current Draw	
Clear and Grub / Structure Removal	1	LS	\$ 31,500.00				0	0	
Mass Grading	1	LS	\$ 18,500.00				0	0	
Rough Grade	70150	SF	\$ 0.07				0	0	
Import and Compact Structural Fill in ROW	1475	CY	\$ 23.35				0	0	
Temporary Turn Around (6" base, 12" Sub ba	5542	SF	\$ 1.69	\$ 9,366			0	0	
Sawcut Asphalt	918	LF	\$ 1.30				0	0	
Remove and Replace Curb and Gutter	40	LF	\$ 32.50	\$ 1,300			0	0	
Replace Damaged Sidewalk	240	SF	\$ 5.00	\$ 1,200			0	0	
Curb and Gutter w/ Base	3026	LF	\$ 16.55				0	0	
Sidewalk	9360	SF	\$ 4.00	\$ 37,440	\$ 30,480.00	\$ 6,960.00	0	0	
ADA Ramp	10	EA	\$ 500.00	\$ 5,000			0	0	
Asphalt Road (3" w/ base)	35310	SF	\$ 2.80				0	0	
Asphalt Road (4" w/ base)	12920	SF	\$ 2.52				0	0	
Asphalt Remove	1602	SF	\$ 2.55				0	0	
Asphalt Remove and Replace (4")	2036	SF	\$ 6.25				0	0	
Subtotal				\$ 54,306					
System Cost Credit for Line Upsize				\$ 6,960					
Subtotal after System Deductions				\$ 47,346					
10% Warranty Bond Amount				\$ 33,423					
Total				\$ 80,769					

Total Bond				\$ 121,636					
-------------------	--	--	--	------------	--	--	--	--	--

STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
11/17	Jerry Preston	11583	\$1,000.00
11/19	Wasatch Commercial	11587	\$1,000.00



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: December 10, 2014

SUBJECT: **REQUEST FOR AN AMENDMENT TO CONDITION 2 OF THE STEVENS' SUBDIVISION APPROVAL**

RECOMMENDATION

Move that the City Council approve the proposed amendment to the condition of approval of the Stevens' Subdivision to read as follows: "2. The applicant shall receive the deed to one of the remnant pieces of property from the owners of lots 12, 17, or 18 of the Grove Subdivision prior to recordation."

BACKGROUND

The Steven's Subdivision was approved by the City Council on September 16th with the conditions reading as follows:

1. The applicant must obtain HOA approval of the plat amendment prior to recordation;
2. The applicant shall receive deeds to the remnant pieces of property from the owners of lots 12, 17, and 18 of the Grove Subdivision prior to recordation.

Condition 1 has been met. However, the applicant has only been able to purchase 2 of the 3 lots of the Grove Subdivision, as one property owner is refusing to sell. This condition was recommended by staff to clean up the Grove Subdivision Plat as there are irregular remnant pieces and adding those three pieces would square up the proposed lot. However, the applicant really only needs one of the three lots to come into conformity with the subdivision ordinance and to be able to construct a driveway access to the lot. Because this condition was approved with the subdivision, it greatly limits Mr. Fisher in his ability to develop the parcel. By changing the condition, the City is allowing the applicant to move forward and record the plat. The lot in question still meets all of the requirements of the underlying zone and is in conformance to the relevant ordinance.

SUPPLEMENTAL INFORMATION

1. Minutes from the September 16th City Council Hearing
2. Vicinity Map

Respectfully Submitted

A handwritten signature in black ink, consisting of a large, stylized 'E' followed by a horizontal line.

Eric Anderson
Associate City Planner

Concur

A handwritten signature in black ink, appearing to read 'Dave Millheim' in a cursive style.

Dave Millheim
City Manager

Zone Text Change to Amend the Zoning Ordinance to include Recreational Vehicle and Equipment Use (BR Zone)

The applicant removed this item from the agenda.

Plat Amendment and Minor Subdivision of Brent Stephens' Property

David Petersen said the applicant would like to subdivide his property and split the rear .25 acres. He referred to a map of The Grove PUD Subdivision and said four property owners are involved with this request. The Grove HOA has accepted the new lot into their PUD which benefits them by having an additional homeowner to pay dues.

Michael Fisher, 4351 S. Riverfront Road, said he and his wife are excited to be part of this PUD and have met all the requirements.

The Public Hearing was opened at 7:50 p.m. There were no comments and it was closed.

Motion:

John Bilton made a motion to approve the metes and bounds subdivision of Brent Stephens' property and the minor plat of The Grove at Farmington Creek P.U.D. Amended and Extended as shown on the plat map, subject to all applicable Farmington City ordinances and development standards and the following condition and findings:

1. The applicant shall receive deeds to the remnant pieces of property from the owners of Lots 12, 17 and 18 of The Grove Subdivision.

The motion was seconded by **Cory Ritz** and unanimously approved.

Findings for Approval:

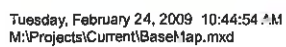
1. The project is consistent with the standards as determined by The Grove PUD Subdivision in which it will be included.
2. The applicant has worked through the issues raised by the DRC and has addressed these issues on the subdivision plat.

Zone Text Amendments for Chapters 10, 11, 12 and 28

The Public Hearing was opened at 7:55 p.m.

Motion:

Jim Young made a motion to continue the Public Hearing regarding Zone Text Amendments for Chapters 10, 11, 12 and 28 until the October 7, 2014 meeting. **John Bilton** seconded the motion which was unanimously approved.



Farmington City Council Meeting

December 2, 2014

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Cory Ritz and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, City Engineer Chad Boshell, Development Director David Petersen, Associate Planner Eric Anderson, Parks & Recreation Director Neil Miller and City Recorder Holly Gadd. Council Member Brigham Mellor was excused. Youth City Council Members Kayla Weddington, Amber Stratford and ?? attended the Regular Session.

General Obligation Bond Discussion

Johnathan Ward, Public Finance Vice President for Zions Bank, presented information regarding the General Obligation Bond, and there was discussion regarding the timing/rating of the Bond, the formation of a pricing committee and locking in the rate.

Construction of Gym and Park

Staff met with Hughes General Contractors who suggested that the City use a Construction Management General Contract (CMGC) which authorizes the general contractor to oversee the entire project. RFP bids are due back by December 18th, a general contractor and an architect will be in place by February 3, 2015 and construction will begin in March 2015. The grass will be planted in August so the soccer fields will be ready by March 2016. **Dave Millheim** advised the Council to keep the public informed and to remain focused on the budget.

Chestnut Farms Storm Drain Plan of Action

Dave Millheim presented a few details regarding this Plan, and there was a brief discussion among the Council.

REGULAR SESSION

CALL TO ORDER:

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by **Doug Anderson** and the Pledge of Allegiance was led by Boy Scout **Jake Wendt** of Troop 1199.

PUBLIC HEARINGS:

Tuscany Grove Schematic Plan

Eric Anderson reported that the applicant is proposing 9 lots under the new Chapter 11 of the Zoning Ordinance which regulates single family residential zones and allows alternative lot sizes. The lots will each exceed 14,000 square feet (4,000 more than the required minimum) with two of the

9 lots being gained through a TDR transaction. The City Manager said this is a classic case of how the City's Ordinance is supposed to work.

Public Hearing:

The Public Hearing opened at 7:15 p.m. There were no public comments.

Motion:

Cory Ritz made a motion to approve the Schematic Plan for the Tuscan Grove Subdivision, subject to all applicable Farmington City ordinances and development standards and the conditions and findings included in the staff report. **Jim Young** seconded the motion which was unanimously approved.

Consideration of an Ordinance imposing the RAP Tax as authorized by the voters of Farmington City

Keith Johnson explained that the RAP Tax will be added to the current 6.5% sales tax rate which will increase to 6.6%. **John Bilton** pointed out that 50-60% of the increased rate will be paid by non-residents.

Public Hearing:

The Public Hearing opened at 9:05 p.m. There were no public comments.

Motion:

John Bilton made a motion to approve the Ordinance imposing a 0.10% RAP Tax on taxable transactions within Farmington City to fund a recreation center and park and to adopt Chapter 10, Title 5, of the Farmington City Municipal Code providing for the imposition, collection and distribution of the RAP Tax. **Doug Anderson** seconded the motion which was unanimously approved.

PRESENTATION OF PETITIONS AND REQUESTS:

Consideration to adopt a Resolution authorizing the issuance and sale of not more than \$6,000,000 of General Obligation Bonds, Series 2014, and related matters

Keith Johnson said the Bonds will not exceed \$6 million or be longer than 21 years or exceed a 5.25% interest rate and likely will be issued in January or February 2015.

Motion:

Doug Anderson made a motion to approve the Resolution authorizing the issuance and sale of a \$6,000,000 General Obligation Bond for the purpose of building a recreational facility (gym) and park. **Jim Young** seconded the motion which was unanimously approved.

Utah Transportation Coalition Resolution and Funding Request

Mayor Talbot said the Utah League of Cities & Towns, the Utah Association of Counties and the Salt Lake Chamber have formed the Utah Transportation Coalition whose main goal is to build support for Utah's transportation system, and they are requesting a \$1,000 donation from each city. **Cory Ritz** listed three reasons why he will vote against the request: (1) the City is being asked to spend taxpayer funds to support a campaign which will try to convince taxpayers to vote a certain way; (2) the funds could possibly be used to support the WDC; and (3) he is not comfortable with some of the Coalition's ideas. **Doug Anderson** agreed and said he would like more details. **Jim Young** said the intent is to empower and provide tools for municipalities to work with local legislators to find appropriate funding sources—new and otherwise—to help them maintain their streets consistent with their ability to pay for them. **John Bilton** said the Legislature has not raised the gas tax for 20 years which has made it increasingly difficult for cities to maintain their streets, and this Coalition will help the Legislature get over their fear of raising the gas tax. It is a team effort from the business community with tremendous effort from the private sector.

Motion:

Jim Young made a motion to approve the Agreement for professional services between Farmington City and the Salt Lake Chamber and to approve a Resolution of the City Council of Farmington, encouraging the State of Utah to address comprehensive transportation funding. **John Bilton** seconded the motion which was approved by **Doug Anderson**, **John Bilton** and **Jim Young**. **Cory Ritz** did not approve the motion.

Chestnut Farms Storm Drain Plan of Action

Dave Millheim explained that various developments near 475 South and 1350 West have created drainage problems in the area. Staff met with homeowners and Symphony Homes to create a solution and decided that the existing 8-inch yard drain system owned by the Chestnut Farms HOA needs to be replaced with a larger pipe which will accommodate water from Chestnut Farms and the Cook and Williams properties. The City will cover \$35,000 of the costs and will install, own and maintain the storm drain line. Symphony Homes plans to contribute \$18,000, and property owners will be required to grant access and pay a connection fee. **Chad Boshell** said although a portion of the easement is narrow (10' wide along 300-400'), it should not be an issue.

Andrew Burkhardt, 1293 West Adrian Court, helped the residents understand the issues and work toward a solution. He said all of the property owners are in favor of the Plan, and one property owner has requested that his landscaping be restored. **Cory Ritz** said he has been involved with this since this beginning and is looking forward to a resolution. **Chad Boshell** confirmed that a portion of the funds will be used to restore the **Woods'** landscaping.

Motion:

Cory Ritz made a motion to authorize staff to pursue the course of action outlined in the staff report to resolve the Chestnut Farms storm drain issues, and any existing landscaping impacts to the Woods property caused by any of these steps will be restored to its original condition. The motion was seconded by **Doug Anderson** and unanimously approved.

Site for future Gym

Mayor Talbot said two locations are being considered for the new gym: (1) within the large community park along 650 West; and (2) within a smaller future park to be constructed east of 1100 West next to the future elementary school. Staff conducted an anonymous survey of residents which showed overwhelming support for the 650 West site.

Motion:

John Bilton made a motion to direct staff to place the future gym within the Community Park located along 650 West and begin the design process through Requests for Proposals. The motion was seconded by **Cory Ritz** and unanimously approved.

SUMMARY ACTION:

Summary Action List

1. Approval of Minutes from November 18, 2014
2. Approval of Minutes from November 5, 2014 (meeting with Centerville City)
3. Surplus Vehicles
4. Farmington Hills Plat Amendment
5. Eastridge Estates Final Plat
6. Second Amendment to the Animal Control Agreement
7. Ordinance Amending and Recodifying Title 6 of the Municipal Code re: Business Regulations
8. Station Parkway Cross Section Modification

Motion:

Jim Young made a motion to approve Items 1-4 and 6-8 on the Summary Action List—Item 5 will be discussed separately. **Doug Anderson** seconded the motion which was unanimously approved.

Eastridge Estates Final Plat

Eric Anderson said two issues need to be resolved. The 20-foot public utility easement will be changed to a 10-foot private utility easement and dedicated to an adjacent property owner (the **Wardells**). The Central Davis Sewer District requires developers to provide sewer services to nearby property owners without services. **Russell Wilson** of Symphony Homes said they plan to install and extend the sewer laterals to the **Wardells** and to work out a compromise because a portion of their existing driveway encroaches onto Symphony's property. **David Petersen** suggested adding a condition requiring the developer to resolve the remnant property (adjacent to Lot 111) issue in a manner acceptable to staff.

Motion:

Cory Ritz made a motion to approve the Final Plat for the Eastridge Estates Conservation Subdivision, subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant shall convey to the City .478 acres for a detention basin related to the open space requirement and waiver related thereto through City Council approval of Final Plat.

2. A 10' private utility easement must be dedicated to the **Wardells** through Lots 107 and 108 on the recorded plat.
3. The remnant parcel issue must be resolved in a manner acceptable to staff and adjustments to any lots—i.e., Lot 111 and the **Wardell** property—must be changed on the plat prior to recordation.

Doug Anderson seconded the motion which was unanimously approved.

Findings for Approval:

1. The proposed subdivision conforms to all of the development standards set forth in Section 11-17-040.
2. The proposed subdivision meets all of the requirements for a minor plat as determined through the Subdivision Ordinance.
3. The remaining issues will be address more appropriately while the improvement drawings are finalized with the DRC in preparation for the recordation of the Final Plat.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- An incentive letter was sent to EDCUtah and ATK, and there was discussion regarding the events that took place following the ATK meeting several weeks ago.
- The Executive Summary for the Planning Commission Meeting held November 13, 2014 was included in the staff report. **David Petersen** reported that the Planning Commission met with the City Attorney (**Todd Godfrey**) to discuss the following altered subdivision approval process proposed by the City:

Schematic Plan – Planning Commission recommends (Public Hearing)
City Council approves

Preliminary Plat – Planning Commission recommends
City Council approves (Public Hearing)
Appeals to District Court

Final Plat – Planning Commission approves
Appeals to City Council and then to District Court

The Council will meet with the City Attorney in January to review the proposed changes.

- He is working with a large retailer and needs input from the City Council. He asked each member to contact him to discuss details.

Mayor – Jim Talbot

Doug Anderson:

- He reported that a member of the Trails Committee recently moved, and he interviewed and recommended **Scott Cornford** as a replacement.

Motion:

Doug Anderson made a motion to appoint **Scott Cornford** as a member of the Farmington City Trails Committee. **John Bilton** seconded the motion which was unanimously approved.

- Residents in the Meadow View area would like to use the speed trailer and requested the installation of stop signs.
- Loyal Cycle Company has requested the addition of a bike lane—starting from the Farmington/Centerville border and extending to U.S. 89. **Dave Millheim** said that route is owned by the State, but he and **Doug Anderson** offered to write a letter to UDOT.

Cory Ritz:

- He will be out of town during the first meeting in January 2015.

CLOSED SESSION

Motion:

At 9:00 p.m. **John Bilton** made a motion to go into a closed meeting to discuss potential property acquisition. The motion was seconded by **Cory Ritz** and unanimously approved.

Sworn Statement

I, **Jim Talbot**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Jim Talbot, Mayor

Motion:

At 9:00 p.m. **Jim Young** made a motion to reconvene in an open meeting. The motion was seconded by **Doug Anderson** and unanimously approved.

ADJOURNMENT

Motion:

Jim Young made a motion to adjourn the meeting. The motion was seconded by **Doug Anderson** and unanimously approved, and the meeting was adjourned at 10:05 p.m.

Holly Gadd, City Recorder
Farmington City Corporation

CITY COUNCIL AGENDA

For Council Meeting:
December 16, 2014

S U B J E C T: City Manager Report

1. Building Activity Report for November
2. Monthly Activity Reports for Police and Fire

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

Month of November 2014	BUILDING ACTIVITY REPORT - JULY 2014 THRU JUNE 2015				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	11	11	\$3,560,000.00	47	47
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	0	0
OTHER RESIDENTIAL	0	0	\$0.00	0	0
SUB-TOTAL	11	11	\$3,560,000.00	47	47
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	4		\$27,300.00	20	
CARPORT/GARAGE	0		\$0.00	5	
ADDITIONS/REMODELS	3		\$338,443.00	17	
SWIMMING POOLS/SPAS	1		\$36,000.00	5	
OTHER	16		\$221,017.00	47	
SUB-TOTAL	24		\$622,760.00	94	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	0		\$0.00	1	
PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHERS	0		\$0.00	0	
SUB-TOTAL	0		\$0.00	1	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	2		\$233,720.00	13	
OFFICE	0		\$0.00	0	
PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	0	
SUB-TOTAL	2		\$233,720.00	13	
MISCELLANEOUS - NON-RESIDENTIAL *****					
Signs & Awnings	4		\$10,850.00	22	
SUB-TOTAL	4		\$10,850.00	22	
TOTALS	41	11	\$4,427,330.00	177	47

A circular police badge for the Farmington Police in Utah. The word "OFFICER" is curved along the top left, "FARMINGTON" is curved along the top right, "POLICE" is curved along the bottom right, and "UTAH" is curved along the bottom left. In the center is a globe with a blue and white design.



Farmington City Police Department 2014 - Summary Cont.

		AVG	YTD
Cases		186.00	2046
Reports	Officer	81.09	
	Crime	79.45	
	Accident	24.36	268
	Supp	37.45	
Citations		111.00	1221
	Total	78.64	
	Traffic	32.18	354
	Speed	1.64	
	Parking	31.09	
	Other		
Activities		2526.64	27793
Investigations	Working	45.73	
	# Reports	37.27	410



Farmington City Fire Department

Monthly Activity Report

November 2014



Emergency Services

Fire / Rescue Related Calls: 17

All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance Related Calls: 50 / Transported 23 (46%)

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

Calls Missed / Unable to adequately staff: 4

Urgent EMS Related Response Times (AVG): 4.4 Minutes GOAL 4 minutes or less (+.4min.)

Urgent Fire Related Response Times (AVG): 7.1 Minutes GOAL 4 minutes or less (+ 3.1min.)

PT Department Man-Hours (based on the following 28-day pay periods Nov 11th and Nov 28th)

Part-Time Shift Staffing:	1,364	Budgeted 1,344	Variance +20
Part-Time Secretary:	80	Budgeted 80	Variance - 0
Part-Time Fire Marshal:	80	Budgeted	Variance - 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime +54
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	156.5		
Emergency Callbacks:	139	FIRE 22 Hrs. / EMS 117 Hrs.	
Special Event Hours:	33	(YTD) 303	
Total PT Staffing Hours:	1,852.5	(YTD) 22,646	

Monthly Revenues & Grant Activity YTD

Ambulance:	Prev. Month	Calendar Year	FY 2015
Ambulance Services Billed (previous month):	\$ 43,665.11	\$459,673.53 YTD	\$267,963.26
Ambulance Billing Collected (previous month):	\$ 20,432.96	\$ 249,213.05 YTD	\$146,875.93
Variances:	-\$23,232.15	-\$210,460.48 YTD	-\$121,087.33
Collection Percentages:	46.8%	54.2%	54.8%

Grants / Assistance / Donations:**Grants Applied For:**

<i>Firefighter Behavioral Health Alliance / Suicide Prevention Prog.</i>	<i>\$2,000</i>	<i>\$168,500 YTD</i>
--	----------------	----------------------

Grants / Funds Received / Awarded:

<i>None</i>	<i>\$40,700 YTD</i>
-------------	---------------------

Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill # 1– Officers Monthly Meeting & Training:	19	
Drill #2– FIRE – Reading Smoke / The May-Day	36	Avg. Wednesday Night Drill Att.
Drill #3– EMS – Pharmacology	42	FFD Personnel This Month: 12
Drill #4– NO DRILL – Thanksgiving	0	

Other:

In-House T-71 Training w/ Officers	100	
Roof Ops Training (Prt 2)	48	
Elevator Rescue Training	24	
Total Training / Actual Attended:	445	2,885 YTD

Fire Prevention & Inspection Activities

	QTY
Business Inspections:	8
Fire Plan Reviews & Related:	12
Station Tours & Public Ed Sessions:	18

Health, Wellness & Safety Activities

	QTY	
Reportable Injuries:	0	2 YTD
Physical Fitness / Gym Membership Participation %	100%	
Chaplaincy Events:	3	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	1	6 YTD
---	---	--------------

Active FFD Committees: Emergency Medical Services (EMS), Apparatus & Equipment, Fire Apparatus & Equipment, Rescue – Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, Building and Facilities.

Additional Narrative:

Call volumes (and call-types) followed typical seasonal trends with noticeable reduction in traffic accidents with injuries. This is in-part due to a very mild winter season up to this point. Emergent EMS response times averaged 4.4 minutes and Emergent FIRE response times averaged 7.1 minutes. Four calls resulted in no-staffing or short-staffing of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to availability). 46% of all Ambulance calls resulted in transporting patients to Hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. FFD exceeded the typical staffing hours due mandated training expectations for "Truck In-Service Training". Overtime hours was also applied for specialized training (FT Shift Captains) for Truck Operations & Elevator Rescue instruction. Each of the Shift Captains are required to instruct their respective crew members in this new area of Truck Operations. FFD participated in various public service events to include a televised (Channel 2) food & coat drive in partnership with Harmons. FFD also participated in delivering Mr. & Mrs. Claus to Station Park on

Black Friday. Department training focused on Leadership Development – Leadership Expectations, Reading Smoke / Commanding the May-Day (County-wide presentation – Phoenix Battalion Chief), Medical Pharmacology, Truck Company / Roof Operations Training – SLCFD Truck Co.2, Elevator Rescue Training – SLCFD Truck Co.2, Apparatus Pumper Certification Training x2 personnel (at Kaysville FD) and ongoing Truck Training for FF's & Engineers. All Engineers / Operators are required to complete internationally accredited certifications for Aerial apparatus operations in addition to completing specialized training related to truck operations. The department continues to see an influx of fire plan reviews for residential and commercial projects thus taxing our part-time Fire Marshal. FFD is also working close with Lagoon to address egress requirements for the new 200' "Cannibal" structure located within the park.

I would like to give a shout-out to all of our personnel who have stepped up to the task of supporting our departments Mission, Core Values and Expectations! This job requires a tremendous amount of time, commitment and discipline, regardless of part-time or full-time status – Way to go FFD Team!

***Please feel free to contact myself at your convenience with questions, comments or concerns:
Cell (801) 643-4142 or email gsmith@farmington.utah.gov***

Respectfully,

**Guido Smith
Fire Chief**

Proud Protectors of Your Life and Property – Since 1907



Over 100 Years of Community Pride & Ownership!

CITY COUNCIL AGENDA

For Council Meeting:
December 16, 2014

S U B J E C T: Mayor Talbot & City Council Reports

1. Appointment of Planning Commission Members

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.